

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 77	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NUMBER VA263-16-Q-0483	
						6. SOLICITATION ISSUE DATE 08-10-2016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Greg Johnson		b. TELEPHONE NO. (No Collect Calls) 605-336-3230 X7847		8. OFFER DUE DATE/LOCAL TIME 09-07-2016 4 PM	
9. ISSUED BY Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105				CODE 00438/90C 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 485991 SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105				16. ADMINISTERED BY Department of Veterans Affairs Network Contracting Office 23 (NCO 23) 2501 W. 22nd St. Sioux Falls SD 57105			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE 00438/90C	
				Tungsten Electronic Invoicing http://www.tungsten-network.com/customer-campaigns/veterans-affairs/ VA Tungsten Number is: AAA544240062			
TELEPHONE NO.		DUNS:		DUNS+4:		PHONE: FAX:	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provide Wheelchair Transportation Service for the Department of Veterans Affairs (VA), Des Moines VA Health Care System (VAHCS), located at 3600 30th Street, Des Moines IA 50310-5753. See Performance Work Statement and Price/Cost Schedule for specific requirements. This solicitation is a 100% set-aside for Service Disabled Veteran Owned Small Business (SDVOSB) per PL 109-461. At least 50% of the cost of personnel for contract performance must be spent for employees of the concern or employees of other eligible SDVOSB concerns; see VAAR 852.219-10. At the time of submission of offer, offeror must (1) be registered in the System for Award Management with the corresponding NAICS (https://www.sam.gov/), and (2) be verified in the VIP Database as SDVOSB (see https://www.vip.vetbiz.gov/) DOL Wage Determination 05-2205 Rev-20 dated 01/05/2016 applies to this requirement for the base year period. Review FAR 52.212-2 for Evaluation Criteria. (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA As cited in Task Order					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Greg Johnson Contracting Officer		31c. DATE SIGNED	

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

- a. CONTRACTOR: *See SF1449, Block 17a*

- b. GOVERNMENT:

Contracting Officer Greg Johnson
Department of Veterans Affairs
Network Contract Office 23 (NCO 23)
2501 W. 22nd St.
Sioux Falls SD 57105

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

- ☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

- Quarterly ☐
Semi-Annually ☐
Other ☒ Upon receipt of standard invoice

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

- a. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.
 - b. Invoices shall be submitted through the OB10 System. Additional information can be obtained by accessing the VA-FSC e-Invoice Program at <http://www.fsc.va.gov/einvoice.asp>
 - c. Please contact Tungsten at the phone number or email address listed below to begin submitting your electronic invoices to the VA Financial Services Center for payment processing, free of charge. If you have question about the e-invoicing program or Tungsten, please contact the FSC at the phone number or email address listed below:

- Tungsten e-Invoice Setup Information: 1-877-489-6135
- Tungsten e-Invoice email: VA.Registration@Tungsten-Network.com
- FSC e-Invoice Contact Information: 1-877-353-9791
- FSC e-invoice email: vafscshd@va.gov

5. **ACKNOWLEDGEMENT OF AMENDMENTS:** The offeror acknowledges receipt of Amendments to the Solicitation numbered and dated as follows:

Amendment	Date

B.2 PRICE/COST SCHEDULE

The quantities of services specified in the Schedule are estimates only and are not purchased by this contract. Actual use shall depend on local requirements and number of trips needed.

This is an Indefinite Quantity Contract. The total maximum quantity of service acquired under the term of the contract (including any exercised option) will not exceed \$3,000,000.00. The total minimum quantity of service acquired under the term of the contract (including any exercised option) will not be less than \$35,000.00. The resultant Task Order will satisfy the Government's contractual minimum guarantee obligation for the entire period of the contract and any option period.

Orders for services will be placed by phone or other means by the Travel Clerk or Administrative Officer on Duty (AOD). Upon award of contract, the contractor will be provided with a list of authorized personnel and appropriate contact phone numbers. Providing transport upon the request from other than authorized personnel may result in non-payment of transport by the Government.

NOTE:

- a. The quantity listed in the "Estimated Quantity" column is an estimated amount and actual use will depend upon patient need. The Government only guarantees a minimum award amount listed above.
- b. CLIN = Contract Line Item Number

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE BASE YEAR PERIOD OF PERFORMANCE: NOVEMBER 1, 2016 THROUGH OCTOBER 31, 2017					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
0001	Wheel Chair Bound: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 215 trips per month.	2580	EA	\$ _____ Cost Per Trip	\$ _____

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE BASE YEAR PERIOD OF PERFORMANCE: NOVEMBER 1, 2016 THROUGH OCTOBER 31, 2017					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
0002	Courtesy Transport: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 100 trips per month.	1200	EA	\$ _____ Cost Per Trip	\$ _____
0003	Per Mile Cost for any trip beyond the initial 10 miles in CLIN 0001. This cost is in addition to CLIN 0001 when trips exceed 10 miles. Approximately 7,000 miles per month.	84,000	MI	\$ _____ Cost Per Mile	\$ _____
0004	Concurrent transport: Price for additional Veteran Beneficiary transported per trip. Approximately 2 per month	24	EA	\$ _____ Cost Per Additional Veteran Beneficiary	\$ _____
0005	Additional Escort/ Caretaker: Price for additional escort/caretaker transported per trip. Approximately 5 per month	60		\$ _____ Cost Per Additional Escort/ Caretaker	
0006	Wait Time, beyond the initial quarter hour. Billed at quarter hour increments. Approximately 225 units per month	2700	EA	\$ _____ Cost per Quarter Hour	\$ _____
0007	Bariatric patient transport(per patient) Billed in addition to basic charge Approximately 10 per month	120	EA	\$ _____ Cost per Quarter Hour	\$ _____
Total Price 0000:					\$ _____

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE OPTION YEAR 1 PERIOD OF PERFORMANCE: NOVEMBER 1, 2017 THROUGH OCTOBER 31, 2018					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
1001	Wheel Chair Bound: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 215 trips per month.	2580	EA	\$ _____ Cost Per Trip	\$ _____
1002	Courtesy Transport: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 100 trips per month.	1200	EA	\$ _____ Cost Per Trip	\$ _____
1003	Per Mile Cost for any trip beyond the initial 10 miles in CLIN 0001. This cost is in addition to CLIN 0001 when trips exceed 10 miles. Approximately 7,000 miles per month.	84,000	MI	\$ _____ Cost Per Mile	\$ _____
1004	Concurrent transport: Price for additional Veteran Beneficiary transported per trip. Approximately 2 per month	24	EA	\$ _____ Cost Per Additional Veteran Beneficiary	\$ _____
1005	Additional Escort/ Caretaker: Price for additional escort/caretaker transported per trip. Approximately 5 per month	60		\$ _____ Cost Per Additional Escort/ Caretaker	
1006	Wait Time, beyond the initial quarter hour. Billed at quarter hour increments. Approximately 225 units per month	2700	EA	\$ _____ Cost per Quarter Hour	\$ _____
1007	Bariatric patient transport(per patient) Billed in addition to basic charge Approximately 10 per month	120	EA	\$ _____ Cost per Quarter Hour	\$ _____
Total Price 0000:					\$ _____

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE OPTION YEAR 2 PERIOD OF PERFORMANCE: NOVEMBER 1, 2018 THROUGH OCTOBER 31, 2019					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
2001	Wheel Chair Bound: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 215 trips per month.	2580	EA	\$ _____ Cost Per Trip	\$ _____
2002	Courtesy Transport: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 100 trips per month.	1200	EA	\$ _____ Cost Per Trip	\$ _____
2003	Per Mile Cost for any trip beyond the initial 10 miles in CLIN 0001. This cost is in addition to CLIN 0001 when trips exceed 10 miles. Approximately 7,000 miles per month.	84,000	MI	\$ _____ Cost Per Mile	\$ _____
2004	Concurrent transport: Price for additional Veteran Beneficiary transported per trip. Approximately 2 per month	24	EA	\$ _____ Cost Per Additional Veteran Beneficiary	\$ _____
2005	Additional Escort/ Caretaker: Price for additional escort/caretaker transported per trip. Approximately 5 per month	60		\$ _____ Cost Per Additional Escort/ Caretaker	
2006	Wait Time, beyond the initial quarter hour. Billed at quarter hour increments. Approximately 225 units per month	2700	EA	\$ _____ Cost per Quarter Hour	\$ _____
2007	Bariatric patient transport(per patient) Billed in addition to basic charge Approximately 10 per month	120	EA	\$ _____ Cost per Quarter Hour	\$ _____
Total Price 0000:					\$ _____

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE OPTION YEAR 3 PERIOD OF PERFORMANCE: NOVEMBER 1, 2019 THROUGH OCTOBER 31, 2020					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
3001	Wheel Chair Bound: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 215 trips per month.	2580	EA	\$ _____ Cost Per Trip	\$ _____
3002	Courtesy Transport: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 100 trips per month.	1200	EA	\$ _____ Cost Per Trip	\$ _____
3003	Per Mile Cost for any trip beyond the initial 10 miles in CLIN 0001. This cost is in addition to CLIN 0001 when trips exceed 10 miles. Approximately 7,000 miles per month.	84,000	MI	\$ _____ Cost Per Mile	\$ _____
3004	Concurrent transport: Price for additional Veteran Beneficiary transported per trip. Approximately 2 per month	24	EA	\$ _____ Cost Per Additional Veteran Beneficiary	\$ _____
3005	Additional Escort/ Caretaker: Price for additional escort/caretaker transported per trip. Approximately 5 per month	60		\$ _____ Cost Per Additional Escort/ Caretaker	
3006	Wait Time, beyond the initial quarter hour. Billed at quarter hour increments. Approximately 225 units per month	2700	EA	\$ _____ Cost per Quarter Hour	\$ _____
3007	Bariatric patient transport(per patient) Billed in addition to basic charge Approximately 10 per month	120	EA	\$ _____ Cost per Quarter Hour	\$ _____
Total Price 0000:					\$ _____

WHEELCHAIR AND COURTESY GROUND TRANSPORTATION SERVICE OPTION YEAR 4 PERIOD OF PERFORMANCE: NOVEMBER 1, 2020 THROUGH OCTOBER 31, 2021					
CLIN	Item	Estimated Quantity	Unit	Unit Price	Total Price
4001	Wheel Chair Bound: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 215 trips per month.	2580	EA	\$ _____ Cost Per Trip	\$ _____
4002	Courtesy Transport: One Way Trip to/from the Des Moines VAHCS or any designated pick-up/drop-off location within 10 miles of the Des Moines VAHCS, located at 3600 30th Street, Des Moines IA 50310-5753. Price includes transport for one (1) Escort/Caretaker per Veteran Beneficiary per trip. Approximately 100 trips per month.	1200	EA	\$ _____ Cost Per Trip	\$ _____
4003	Per Mile Cost for any trip beyond the initial 10 miles in CLIN 0001. This cost is in addition to CLIN 0001 when trips exceed 10 miles. Approximately 7,000 miles per month.	84,000	MI	\$ _____ Cost Per Mile	\$ _____
4004	Concurrent transport: Price for additional Veteran Beneficiary transported per trip. Approximately 2 per month	24	EA	\$ _____ Cost Per Additional Veteran Beneficiary	\$ _____
4005	Additional Escort/ Caretaker: Price for additional escort/caretaker transported per trip. Approximately 5 per month	60		\$ _____ Cost Per Additional Escort/ Caretaker	
4006	Wait Time, beyond the initial quarter hour. Billed at quarter hour increments. Approximately 225 units per month	2700	EA	\$ _____ Cost per Quarter Hour	\$ _____
4007	Bariatric patient transport(per patient) Billed in addition to basic charge Approximately 10 per month	120	EA	\$ _____ Cost per Quarter Hour	\$ _____
Total Price 0000:					\$ _____
Total Price 0000 + 1000 + 2000 + 3000 + 4000:					\$ _____

B.3 PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT Wheelchair/Special Modes Transportation Services VA Central Iowa Health Care System

1. DESCRIPTION OF REQUIREMENT:

- A. Non- emergency transportation is required for non-ambulatory Veteran Beneficiary who are wheelchair bound and require wheelchair van transport or for Veteran Beneficiary with mobility difficulties requiring specially designed and designated vehicles to transport certain disabled individuals.
- B. The Contractor shall provide all vehicles, personnel, management, transportation, materials, supplies and equipment necessary to perform contract services as defined and specified herein. The Contractor shall furnish all necessary vehicles, drivers, and attendants when required, to transport a Veteran Beneficiary of the VA Central Iowa Healthcare Center (VACIHCS), Des Moines, IA 50310. Services provided under this contract shall strictly adhere to all current laws and regulations applicable to the State of Iowa unless supplemented to exceed those requirements as specified herein. The Contractor will comply with U.S. Interstate Commerce Commission required insurance liability coverage for out-of-state trips.
- C. The quantity of trips and mileages indicated in the Price Schedule are estimated only. The Government makes no guarantee that these estimates will become actual quantities of trips or mileages.

2. CONTRACTOR FACILITY/VEHICLES AND EQUIPMENT:

Incorporated by Reference: Code of Federal Regulations (CFR) Title 49, Part 38, Subpart A (Attachment 1) and Subpart B (Attachment 2) found at:

<https://www.gpo.gov/fdsys/search/pagedetails.action?collectionCode=CFR&searchPath=Title+49%2FSubtitle+A%2FPart+38%2FSubpart+B&granuleId=&packageId=CFR-2004-title49-vol1&oldPath=Title+49%2FSubtitle+A%2FPart+38&fromPageDetails=true&collapse=true&yord=2564> .

- A. The VA Central Iowa Health Care System reserves the right to thoroughly inspect and investigate the vehicles, establishment, facilities, business reputation and other qualifications of the contractor. Scheduled and unannounced inspections of the Contractor's vehicles or establishment may be made during the contract performance period.

- B. VA reserves the right to inspect contractor's equipment and vehicles or require documentation of compliance with contract specifications, and State laws, rules, regulations and guidelines governing transport vehicles. VA inspections of contractor facilities shall in no way constitute a warranty by VA that the contractor's vehicles and equipment are properly maintained.
- C. The vehicles and equipment with which the Contractor renders the above services must meet all State of Iowa requirements for insurance, registration, and equipment and are to include, but not be limited to the following, where applicable:
 - 1. Contractor must maintain adequate number of vehicles to support VACIHCS Wheelchair/Special Modes transportation.
 - a. Contractor Vehicles may include:
 - i. Wheel Chair/ Specialty Transport Van
 - ii. Standard passenger Van
 - iii. Large SUV
 - iv. Large Sedan
 - 2. Contractor must have vehicles equipped with a hydraulic lift that is integral to the vehicle for placing the Veteran Beneficiary into the van and a suitable means of fastening the wheelchair in to van. Loading platform shall have raised edges, is counter balanced, self-adjusting to curbs and sidewalks, and self-storing. When not in use platform shall be securely stored so as not to block the vision of the driver or inconvenience the beneficiary. The ramp or lift must have slip proof surface.
 - 3. Any vehicle used to transport wheelchair bound Veteran Beneficiary must be handicapped accessible and meet all applicable Federal and State Motor Vehicle Safety Standards.
 - 4. All vehicles must have an approved system for wheelchair securement devices and a tool designed for cutting securement straps in case of emergency.
 - 5. Safety requirements for seat belts and handling of motorized scooter or electric wheelchair.
 - 6. Any vehicle used to transport Sit-up bound Veteran Beneficiary must be handicapped accessible and meet all applicable Federal and State Motor Vehicle Safety Standards. This may include Veteran Beneficiary that can stand, pivot or walk a few steps with assistance.
- E. If Veteran Beneficiary is able to sit and be properly seat belted in a "standard seat" wheelchair or motorized scooter or other device must be stored and secured during transport.
- F. Use of or sitting on a motorized scooter during transportation is NOT Allowed and Veteran Beneficiary must transfer to an appropriate seat and utilize approved seatbelt.

- G. Contractor must furnish shoulder/chest harness for double amputee Veteran Beneficiary when applicable.
- H. VA reserves the right to restrict the Contractor's use of equipment and vehicles which are in need of repair, unclean, unsafe, damaged on the interior or exterior body, and are not in compliance with contract requirements. The restriction of such equipment and vehicles shall not relieve the contractor from performing in accordance with the strict intent and meaning of the contract.
- I. Provide vehicles with interior of sufficient height to ensure that an individual of 6' has adequate head clearance. VACIHCS employees responsible for requesting service will indicate at time of ordering if such a vehicle is required.
- J. Vehicles used for transporting Veteran Beneficiary must contain the following safety supplies:
 - 1. Up to date basic first aid kit/supplies
 - 2. Flashlight
 - 3. Exam gloves
 - 4. Cleaning products for managing body fluid spills
 - 5. Fire extinguisher
 - 6. Appropriate straps or tie-down devices for securing wheel chairs, motorized scooters and passengers.
 - 7. Roadside flares and triangles.
 - 8. Emergency Safety or Preparedness Kit
- K. All equipment or supplies will be secured and stored below the level of seat backs.
- L. Vehicles must be equipped with a dry chemical fire extinguisher that is securely mounted in a bracket and readily accessible to the driver in an emergency. Extinguishers shall be serviced annually and bear a tag indicating date of service.
- M. Heater(s) are to be of sufficient capacity to maintain Veteran Beneficiaries warmth during winter months.
- N. All vehicles are to be air conditioned.
- O. All transportation vehicles shall be designated and labeled "Non-Smoking" at all times.
- P. The Government will accept vehicle inspection documentation from IA DOT or other inspection department who performs such inspections on a routine basis. However, the Government may inspect Contractor's establishment at least annually, and may inspect any element any time, and especially upon receipt of a complaint about the condition of the vehicle or its equipment, the driver or attendant, or service provided.

- Q. Inspection by VA inspection team may be made of said vehicles and maintenance records of vehicles prior to award and at any time during the term of any resulting contract.

3. STANDARDS FOR MAINTENANCE:

- A. All vehicles will be maintained in a clean and orderly condition, free from debris and any accumulations which may constitute an accident, injury, or fire hazard. Windows and light must be kept clean. The interior of the vehicles must be clean and in good repair.
- B. Vehicles must be maintained in accordance with manufacturer's recommended maintenance schedule or an improved schedule based on actual vehicle operating conditions.
- C. Contractor shall correct a deficiency that might interfere with safe operation of vehicle before vehicle is placed in service.
- D. Wheelchair lifts must be maintained in conformance with operation/maintenance manual instructions provided by lift manufacturer. When a vehicle is serviced, the mechanic or service facility must inspect, repair, or service the lift in accordance with the manufacturer's instructions.
- E. Contractor will maintain (and furnish upon request) procedures that outline preventive maintenance and/or repairs on each vehicle in an individual vehicle file and in chronological order, latest service on top. (A statement from the Offeror indicating compliance of vehicle maintenance files is in place should be submitted at time of offer for evaluation purposes; requested submission and verification of these documentation requirements will be a quality assurance procedure during the contract period.)

4. CONTRACTOR PERSONNEL QUALIFICATIONS:

- A. No driver shall operate a special transportation service vehicle unless that driver:
 - 1. Has visual acuity of 20/40 in each eye corrected and a field of vision of at least 70 degrees in the horizontal meridian of each eye;
 - 2. Does not have a hearing loss greater than 30 db in the better ear with or without a hearing aid; and
 - 3. Has no current medical condition which interferes with the ability to drive safely.
- B. Every two years each driver shall obtain a physician's statement or the statement of a nurse practitioner certified by the American Nurses' Association (or other professional nursing certifying organization having authority to certify registered nurses in advanced nursing practice) that the driver has no current medical condition that interferes with the driver's ability to drive safely. It must be obtained before driving a special transportation service vehicle. Drivers for facilities that are licensed by the Department of Health or the

Department of Human Services and required by either of those departments to provide a physician's or nurse practitioner's statement of health on a regular basis may substitute that form or statement for the form required in this part. A driver who has a driver's license containing a valid Class D - Chauffeur (Endorsement 3) issued under Iowa Statutes, section 321, (or other state Equal) or the rules of the Department of Public Safety, or a current United States Department of Transportation health card, may furnish a copy of that endorsement or card instead of furnishing the physician's statement of health.

- C. Each driver must be able to perform a vehicle safety inspection. Each driver and attendant, when a vehicle is staffed by both a driver and an attendant must be able to assist a passenger into and out of the vehicle and operate a wheelchair lift or ramp, where appropriate.
- D. Each driver must:
 - 1. Possess a driver's license which is valid for the class of vehicle driven and if required under Iowa Statutes, (or other state equal), evidence of a special transportation service vehicle permit or endorsement issued by the State of Iowa.
 - 2. Be at least 18 years of age and have not less than one year of experience as a licensed driver; and
 - 3. For the past three years:
 - a. Have not had a driver's license canceled, revoked, or suspended under Iowa Statutes 321, (or other state equal);
 - b. Have a driving record clear of convictions for driving a motor vehicle without a valid current license for the class of vehicle driven; and
 - c. Have a driving and criminal record clear of convictions for driving under the influence of alcohol or a controlled substance under Iowa Statutes, section 321J, or an ordinance in conformity with that section, of alcohol-related driving by commercial vehicle drivers under Iowa Statutes, section 321J, and of driver's license revocations under Iowa Statutes, sections 321J (or other state Equal).
 - 4. Each driver must also have a record clear of criminal convictions of crimes or anticipatory crimes against persons, and crimes or anticipatory crimes reasonably related to providing special transportation services.

5. DRIVER AND ATTENDANT TRAINING REQUIREMENTS:

- A. The Contractor employees performing services to VA beneficiaries under this contract must meet all requirements of Iowa Department of Transportation (or other state Equal) for drivers and attendants of special transportation service vehicles, including a basic First Aid Class.

- B. Driver and attendant shall have successfully completed a minimum of eight (8) hours training in the techniques of transporting and assisting elderly and physically handicapped passengers which shall include instruction in the following elements:
 - 1. Discussion of characteristics of the aging process and major disabling conditions;
 - 2. Discussion of common assistance devices used by elderly and handicapped persons;
 - 3. Discussion of attitudes toward elderly and handicapped persons which includes the participation of handicapped and elderly persons;
 - 4. Instruction in methods of handling wheelchairs;
 - 5. Instruction in moving, lifting and transferring passengers;
 - 6. Guidelines for transporting handicapped persons; and
 - 7. Instruction in the operation of lifts, ramps and wheelchair securement devices.
- C. Each employee shall be instructed in fire extinguisher, radio dispatch, and vehicle ramp operations, wheelchair lift and securement devices; and will know what to do and whom to call in a medical emergency or accident.
- D. Each employee shall complete four (4) hours of training in first aid (or show evidence of possessing American Red Cross First Aid Certificate).
- E. Each Employee shall complete Heartsaver CPR and AED or Red Cross CPR/AED and shall maintain certification and renew in accordance to certification requirements.
- F. Each employee shall complete four (4) hours of classroom instruction in defensive driving and abuse-prevention training.
- G. Each employee shall successfully complete a refresher first aid course every three (3) years.
- H. The Contractor must have on file satisfactory evidence of above training, evidence that the instructor is qualified to teach the above, and the certificates for instructor and trainee/driver for First Aid available for review and inspection by the VA Contracting Officer and inspection team.
- I. A record of each employee as to character and physical capability of performing the duties of a driver or attendant. In addition to a background and criminal investigation. Records shall be made available to the Contracting Officer for inspection upon request.
- J. VA reserves the right to restrict any contractor employee from performing services under this contract who do not meet the required qualifications for the services they are required to perform and who violates Federal regulations or are identified as a potential threat to the security, safety, health and/or operational mission of the VA and its' Veteran population. The restriction of such contractor personnel shall not relieve the contractor from performing all the required services, in accordance with all terms, conditions, and schedules contained herein.

- K. The Contractor shall furnish qualified personnel as required by contract specifications to accomplish all services under this contract. During the contract period of performance, if the Contractor proposes to add-on or replace personnel to perform contract services, the Contractor shall submit the required evidence of training, certifications, licensing and any other qualifications to the designated COR. At no time shall the Contractor utilize add-on or replacement personnel to perform contract services who do not meet the qualifications under the terms and conditions of this contract.
- L. In compliance with The Joint Commission (TJC) and Commission on Accreditation of Rehabilitation Facilities (CARF) requirements, the Contractor shall provide evidence of documentation, to include but not be limited to, yearly competency certifications, evaluations and job descriptions for personnel utilized in the performance of this contract before issuance of the contract and no later than ten (10) days prior to the exercising of any option period.
- M. Contractor personnel performing services to the Government shall at all times conduct themselves in a professional manner, maintain personal hygiene, wear clean, neat uniforms and be identified by having the company name, and appropriate ID Badge clearly visible above the waist. The Contractor shall be responsible for furnishing all vehicles, personnel, equipment and supplies, vehicle fuel, uniforms, name tags and/or badges for performance of services under this contract. Employee identifications shall be worn in clear view above the waist. Contractor personnel shall not smoke in vehicles while that are used to transport VA Veteran Beneficiaries
- N. Contractor will be required to submit evidence of having obtained the necessary training and operating licenses indicated in paragraph 4. "Contractor Personnel Qualifications" and in paragraph 5. "Driver and Attendant Training Requirements" for all employees prior to award of contract. (A listing of employees available to service the contract should be submitted at time of Offer for evaluation purposes. Submission and verification of these documentation requirements will be an evaluation factor prior to award and a quality assurance procedure during the contract period.)
- O. The Government reserves the right to restrict any contractor employee from performing services under this contract who do not meet the required qualifications, or who violate Federal regulations or are identified as a potential threat to the security, safety, health and/or operational mission of VA and its veteran population. The restriction of such contractor personnel shall not relieve the contractor from performing all the required services in accordance with all terms, conditions, and schedules contained herein.

6. PASSENGER TRANSPORTATION:

- A. Drivers and passengers shall use seat belts/securement devices at all times.
- B. There shall be no smoking by the driver, attendants, or passenger(s).

- C. Contractor must provide “through the door service” for Veteran Beneficiary to and from their designated appointments. Veteran Beneficiary are to be picked up on the ward, in their homes, in their clinic or at other stated areas and taken to their stated destination or appointment. At the conclusion of their appointments the Veteran Beneficiary will be returned to the ward, inside his/her home, or to other stated areas. All Veteran Beneficiary must be attended by a responsible party at all times. Assistance in maneuvering stairs and other barriers must be provided by the driver and/or attendant as necessary. When a Veteran Beneficiary is delivered to or departing from a destination (such as a clinic or other appointment), a responsible party at the destination must be informed of the Veteran Beneficiary’s arrival by the driver or attendant. “Responsible party” is defined as any driver, professional staff at medical center, nursing home or clinic, or Veteran Beneficiary’s concerned other.
- D. Wheelchair-Bound Veteran Beneficiary are to be seated facing forward in vehicle.
- E. Courtesy Transport Veteran Beneficiary is to be seat belted utilizing an approved DOT restraint device.
 - a. Courtesy Transport Veteran Beneficiary is Veteran Beneficiary that needs transport that is not Wheelchair-Bound. This Veteran Beneficiary utilizes walkers, scooters or wheelchairs (etc.) but may require mobility assistance to sit and be seat-belted into appropriate vehicle.
- F. The Contractor must have equipment, supplies, vehicle for Bariatric Veteran Beneficiaries.
- G. The Contractor must have sufficient vehicles and personnel to meet the requirements of this contract.
- H. Contractor must supply wheelchairs for transporting Veteran Beneficiaries. VA-owned wheelchairs may not be removed from the medical center.
- I. If a VA beneficiary being transported declines to be properly belted or removes the securement devices himself/herself, the driver will notify the COR of this fact prior to departure or upon arrival at destination. The Contractor is not required to transport any VA beneficiary who refuses to be properly secured while being transported.
- J. An authorized official of the VA Central Iowa Healthcare Center may, in the best interest of the Veteran Beneficiary, allow one (1) relative or concerned other to accompany the Veteran Beneficiary at no additional cost to the Government. Prior to contract performance, the Contracting Officer’s Representative (COR) shall provide the Contractor with a list of names (or position titles) and phone numbers of authorized Government personnel who may request services and receive calls from the Contractor regarding contract performance. This list will be updated and submitted to the Contractor as changes occur. The Contractor shall ensure that requests for services are received from authorized medical center personnel. Services rendered in response to

requests from other than authorized personnel shall be at the risk of the Contractor and any cost related thereto shall be borne by the Contractor.

- K. Contractor is required to notify the COR of any unusual events, including but not limited to accidents, safety problems and Veteran Beneficiary un-belting themselves, that occur and involve any VA beneficiary being transported under this contract. This notification will be made within one (1) hour by telephone and a written report of the event will be delivered to the COR and the Contracting Officer by close of business the next working day. Failure to comply with this provision may be grounds for default.
- L. Veteran Beneficiaries using motorized wheelchairs or electric carts will be secured in accordance with Federal and State regulations for transport or transferred to a manually operated wheelchair before being loaded in the vehicle. The motorized cart or wheelchair will be loaded separately and must be secured to the vehicle during transport.
- M. For VACIHCS transports, unload and pickup Veteran Beneficiary at the VACIHCS designated location, routinely the Out Patient Entrance, the Ambulance Garage, the Community Living Center, or other locations directed on a case-by-case basis.
- N. If or when Veteran Beneficiaries' medical records are transported, Contractor will ensure that Privacy Act guidelines are followed.
- O. The Contractor shall be courteous to VA beneficiaries and shall not smoke while transporting Veteran Beneficiary. Veteran Beneficiary may bring a reasonable amount of equipment, such as any wheelchair, electric cart or prosthetic devices, and consumable medical supplies and personal suitcase during their transport.
- P. The contractor shall immediately notify the VA of any incidents involving injury to VA Veteran Beneficiary during transport. The contractor shall promptly complete and submit to the Contracting Officer's Representative (COR), a detailed "Incident Report" with all information necessary to conduct a full review.
- Q. The contractor shall notify the COR, in writing within 24 hours of any complaints made by the Veteran Beneficiary with regards to service. The contractor may provide recommendations for improved services along with the Veteran Beneficiary complaints for the VA's review.

7. NUMBER OF VETERAN BENEFICIARY :

- A. It is understood and agreed that only ONE (1) Veteran Beneficiary will be transported on a trip unless specifically authorized by the Medical Center or authorized agent.
- B. When more than one Veteran Beneficiary is transported on a trip, reimbursement shall be made at the rate for transporting a single Veteran Beneficiary plus an additional Veteran Beneficiary charge. When travel beyond the city limits is involved, the longer

distance over which a Veteran Beneficiary is transported may be claimed when more than one Veteran Beneficiary is transported in a single vehicle concurrently. The Contractor shall ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled will result in the most economical charge to the Government.

- C. The authorizing official who is requesting transportation services may, in the best interest of the Veteran Beneficiary, allow an Escort or Caretaker to accompany them. The basic charge will include up to one (1) escort or caretaker. An additional claim may be made for each additional Escort or Caretaker if authorized to accompany the Veteran Beneficiary by the authorizing official.

8. WAIT TIME

- A. For time lost in waiting at either end or both ends of a trip due to causes beyond his control, the Contractor shall be reimbursed at the rate of one-fourth the hourly rate quoted in his bid for each quarter hour or fraction thereof in excess of one-quarter hour from the time he reports to the Des Moines facility. At Des Moines, waiting time starts when the Contractor arrives at the facility (signature and time of arrival must be obtained).
- B. If the pick-up is other than at Des Moines, the Contractor shall call the travel unit or alternate as soon as he anticipates that a delay may develop for which he expects to claim reimbursement. If the travel unit or an alternate cannot be reached, a message stating an anticipated wait time shall be left on the travel unit voice mail. Voice mail will answer after four rings. This call is only for the purpose of verifying the arrival time at the pick-up point and is not necessary if the Contractor anticipates no delays for which he will claim reimbursement.
- C. The Contractor's failure to obtain a signature and times of arrival/departure (as described above) shall result in non-payment for the waiting time. After normal business hours, the AOD shall be contacted. These hours are defined as 4:31 p.m. and 7:59 a.m. The VA reserves the right to substitute Veteran Beneficiary to prevent cancellations or delays in transportation.

9. RATES

- A. Rates are to include the vehicle and the services of a qualified driver. If the Contractor is required to provide an attendant (in addition to the driver), the Contractor will be notified at the time service is requested. The Contractor will only be reimbursed for the services of an attendant which are authorized in advance. Payment for mileage traveled shall be limited to "one way only", the distance over which the Veteran Beneficiary is transported, or "loaded" miles. Total cost per trip shall be determined by the actual distance of the authorized trip from the specified point of origin pick-up to the specified final destination, including applicable waiting time. Such mileage costs shall be paid in addition to the

applicable Base Rate per trip for each “loaded” mile traveled over 10 miles. Trip mileage shall be determined by the Benefit Travel Dashboard, which utilizes Bing Maps for routes and shortest mileage.

1. “No Loads” - if not loaded at VACIHCS (i.e., Veteran Beneficiary will not be ready for transport for an hour or more due to non-availability of medications or supplies) the Base Rate will apply. If not loaded elsewhere (other than the VA Central Iowa Healthcare Center) (i.e., Veteran Beneficiary refuses transport or Veteran Beneficiary medically/mentally unsuitable for transport) the Base Rate plus mileage will apply. This mileage is computed from Contractor’s place of performance (dispatching address) to pick-up site. These charges will not apply if transport request is canceled by VA or Veteran Beneficiary prior to driver arrival.
 2. When more than one Veteran Beneficiary is transported: The Contractor may invoice one base rate plus one Concurrent Transport and any additional mileage that exceeds the 10 miles. The Contractor must ensure that the pick-ups and drop-offs are scheduled so that the total distance traveled will result in the most economical charge to the Government.
 3. The Contractor’s odometer will be used to measure actual miles. The Veterans Administration Beneficiary Travel Dashboard will be used to verify Contractor’s documented mileage.
- B. Approximately 50% of all runs picked up will be within city the city limits. Approximately 95% of all runs picked up will occur Monday through Friday.
- C. Historically, an estimated 5 trips per month are outside the state of Iowa.

10. REQUEST FOR SERVICES

- A. Orders for services will be made by telephone or other means by the COR, Benefit Travel Office Staff or Administrative Officer on Duty (AOD). Upon award of the contract the contractor will be provided with a list of authorized personal and appropriate contact phone numbers. Providing transport from other than authorized personal may result in the non-payment of transportation by the government

When ordering services the VA shall provide the Contractor with the following type of information:

1. Required date and time of arrival;
2. Name of beneficiary;
3. Pick-up and delivery point;
4. Any other special instructions (i.e. extra attendant required)

- B. Contractor shall maintain a minimum of one (1) vehicle available weekdays between the hours of 0800hrs and 1200hrs for day of appointments and discharges.
- C. The Contractor shall be required to make in and out of state transports to other VA Medical Centers. Frequent trips are made to Minneapolis, Minnesota, Iowa City, Iowa and Omaha, Nebraska.
- D. Generally services provided under this agreement shall be scheduled in advance with the Contractor for handicapped transportation services. Scheduled requirements are defined as follows:
 - 1. Scheduled Trips refers to those trips for which the Contractor has been given advance notice defined as notice given by 4:30 p.m. the previous day of pick up for required services and a specific pick up time. These transports will always be on time for Veteran Beneficiary pick-up.
 - 2. Unscheduled Trips are those trips required on an as needed basis and advance notice is not given. Response time for vehicle arrival at prescribed destination is within one-hour of notification of need.
- E. The Contractor must notify the COR/Beneficiary Travel Section at VACIHCS at least 15 minutes after notification of the need when Contractor believes he/she may be unable to meet the number of scheduled trips required.
- F. If the Contractor's vehicle fails to arrive at the prescribed destination within one (1) hour after receiving a request on an order, (unless prevented from doing so by conditions of the weather - see paragraph (F) below), VACIHCS reserves the right to obtain the service from another source and to charge the Contractor with any excess cost which may result there from. In the event that no other vendor is available, a deduct in the amount of ten percent (10%) of the base rate charge may be accessed per every quarter hour (15 minutes) in excess of the allowable response time (1 hour). The VA will be the sole judge in determining when to order service from another source. Failure to provide the required services could result in negative evaluations as described in the Quality Assurance Surveillance Plan (QASP)
- G. In the case of inclement weather, the decision as to whether or not a VA beneficiary will be transported will be made mutually by the COR and the Contractor.
- H. The city limits of Des Moines, Iowa for the purpose of this contract are defined as follows: Aurora Avenue on the North, East 42nd on the East, Polk County Line on the South, and 63rd Street on the West.

11. FEDERAL HOLIDAYS

Federal Holidays: The 10 holidays observed by the Federal Government are:

New Year's Day	January 1
Martin Luther King's Birthday	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial D	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25

The President of the United States of America may declare additional days as a Federal holiday, and if so, this holiday will automatically be added to the list above. When a holiday falls on a Sunday, the following Monday shall be observed as a Federal holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a Federal Holiday.

12. INFECTION CONTROL

- A. The Contractor shall have a written policy for infection control. This policy is to include the necessary precautions to be used in preparation and transportation of infectious Veteran Beneficiary, including driver and attendant training. A copy shall be provided to the Contracting Officer upon the award of a contract. The awardee's policy will be reviewed by the CO and COR and either deemed acceptable or returned if changes are recommended.
- B. 29 CFR Part 1910.1030, available at: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051 and the VA Central Iowa Health Care System Memorandum, "Blood Borne Pathogens" (Attachment 3), are incorporated in this contract. Their purpose is to ensure a safer environment through a comprehensive method of universal precautionary measures for the prevention and control of the spread of infection to all concerned.
- C. The Contractor shall provide any and all medical supplies required for the protection of his/her employees, (i.e., gowns, gloves, masks, etc.).

13. CONTRACT ADMINISTRATION

- a. The Contracting Officer is responsible for the administration of this contract. The successful Contractor is advised that ONLY the Contracting Officer has authority to make changes affecting:
 - Contract prices and pricing issues
 - Estimated quantities

- Delivery terms and conditions
 - Term of the contract
- b. In no event shall any understanding, agreement, modification or change order between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government.
- c. Point of Contact. The Contractor shall state the name, address and phone number of the person(s) whom the VACIHCS-DMD may contact during the term of this contract concerning matters pertaining to the contract.

14. SUBCONTRACTING

- A. In the event the Contractor decides to subcontract any portion of this contract, his/her attention is directed to Federal Acquisition Regulation (FAR) 52.219-14, Limitation on Subcontracting. At least 50 percent of the cost of contract performance shall be incurred by the Contractor's employees.
- B. Any subcontractor used in the performance of this contract must be approved, in writing, by the Contracting Officer and is subject to the same standards and requirements as the contractor.
- C. The following information must be provided by the Contractor for any subcontractor used in the performance of this contract within the time frames and requirements addressed in this contract:
1. A list of all vehicles to be used in the performance of this contract, including the year, make, model and license number.
 2. A list of all employees with evidence of current training as required by the contract, and current driver's license.
 3. A copy of the subcontractor's written policy for infection control.
 4. A copy of the subcontractor's written Quality Assurance Program.
- D. The Contractor must provide the Contracting Officer with a legal opinion from his insurance carrier indicating that his insurance coverage would include coverage of any subcontractors utilized in the performance of this contract. If the opinion states that the subcontractor is not covered, the subcontractor will not be approved by the Contracting Officer.

15. CONTRACTOR QUALITY CONTROL PROGRAM (QCP)

- a. The offeror shall establish and maintain a complete QCP to ensure the requirements of this contract are provided as specified. A copy of the QCP shall be provided with the initial quote. The QCP of the successful offeror will be reviewed by the CO and COR

and either deemed acceptable or returned if changes are recommended. The offeror's QCP shall include the following at a minimum:

1. An inspection plan covering all services required by this contract. The inspection plan must specify the areas to be inspected on either a scheduled or unscheduled basis; how often inspections will be accomplished and documented; and the title of the individual(s) who will perform the inspections.
2. On-site records of all inspections conducted by the Contractor noting necessary corrective action taken. The Government reserves the right to request copies of any and/or each inspection. (not required in original plan submitted with your quote)
3. The methods for identifying and preventing deficiencies in the quality of service performed, before the level of performance becomes unacceptable and organizational functions noting intermediate supervisory responsibilities and overall management responsibilities for ensuring total acceptable performance.
4. On-site records of all vehicle maintenance and repairs performed on vehicles used in the performance of this contract. The methods of identifying and preventing vehicle breakdowns, and detailed procedure for alternative transportation of Veteran Beneficiary in the event of mechanical breakdown of vehicle. (not required in original plan submitted with your quote).
5. On-site records identifying the character (background checks) and certifications of ongoing training of each employee performing services under this contract. (Not required in original plan submitted with your quote).
6. The methods of identifying and preventing radio communication breakdowns. A detailed procedure for alternative communications in the event of electronic and mechanical breakdown of vehicle two-way radios.
7. A log to account for all requests for service. The log shall indicate the date and time of service call, name of Veteran Beneficiary requiring services, designated pick-up and delivery points, actual time of arrival at pick-up and delivery points and actual waiting time at pick-up and delivery points, if waiting charges are claimed.
8. On-site records of any complaints or problems, with procedures taken to allow for corrections and/or elimination before effects caused interruption of performance of contract.

16. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

- a. The Government intends to utilize a QASP to monitor the quality of the contractor's performance. The oversight provided for in the QASP will help ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance and provides verifiable input for the required Past Performance Information Assessments. A copy of the QASP is included in Section D of the solicitation; however, it will not become part of the resultant contract. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary.

- b. Performance standards will be used in the QASP to define the desired services and surveillances will be conducted to determine if the contractor exceeds, meets or does not meet these standards.

17. INVOICING

All invoices from the contractor shall be mailed or faxed to the address below for review prior to being sent to our designated payment center. Invoices must be submitted monthly in arrears and are due no later than the 15th day of the month, following the month of service.

VA Central Iowa Health Care System
OAS-D7
3600 30th Street
Des Moines, IA 50310

18. HIPPA COMPLIANCE AND REQUIREMENTS

Contractor will adhere to the applicable provisions of Public Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the National Standards to Protect the Privacy and Security of Protected Health Information (PHI). As required by HIPAA, the Department of Health and Human Services (HHS) has promulgated rules governing the security, use and disclosure of protected health information by covered entities, including the Department of Veterans Affairs (VA). Your company will be required to execute a Business Associate Agreement as defined in the Health Insurance Portability and Accountability Act (HIPAA) Public law 104-191. A Business Associate Agreement template is attached.

19. EVIDENCE OF INSURANCE COVERAGE

Upon award the Contractor shall furnish to the Contracting Officer a Certificate of Insurance for the amounts specified in the solicitation which shall contain an endorsement to the effect that cancellation of, or any material change in, the policies which adversely affect the interests of the Government shall not be effective unless 30 day written notice of cancellation or change is furnished to the Contracting Officer.

20. REQUIRED REPORTS AND DOCUMENTS

Within seven (7) days after contract award the contractor shall provide the following:

- a. Contractor Personnel Roster - In this document, contractor shall identify all employees by name and position and provide training documentation with date and location of such

training. Include contractor's project manager with telephone and fax numbers; include telephone and fax numbers through which scheduling transport requests will be made.

- b. Listing of all vehicles with VINs and documentation of insurance coverage; IADOT or equivalent vehicle inspection documentation and statement indicating that all have been fully maintained and are currently safe to operate.

Any personnel or vehicle changes shall be submitted within two (2) business days after changes occur.

21. MISCELLANEOUS

- a. The Contractor must provide service seven (7) days a week 24 hours per day, including weekends and holidays, for the term of this contract. The majority of the requests for service will be between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays. The Contractor must provide VACIHCS with a method to contact them 24-hours per day.
- b. In the performance of this contract, the Contractor shall take such safety precautions as the Contracting Officer or the COR may determine to be reasonably necessary to protect the lives and health of all persons affected by this contract. The Contracting Officer or COR will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct the conditions to which attention has been directed. Such notice, when served on the Contractor or his/her representative at the site of the work, shall be deemed sufficient for the purposes aforesaid. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the Contractor in default.
- c. At no time is the Contractor to substitute and invoice for a Wheelchair Bound for a Mobility Assist transport.
- d. At no time will the Contractor leave vehicles on VA premises unless a pick-up or delivery is in progress.
- e. Contractor employees shall conduct themselves in a businesslike manner at all times while on VA premises.
- f. When transporting Veteran Beneficiary to or from medical facilities the Contractor's driver will ensure that the Veteran Beneficiaries' luggage, medical records, medications and prosthetic devices are properly accounted for and delivered with the Veteran Beneficiary as required.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (MAY 2015)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in

the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION) (FEB 2015)

(a) The Contractor shall not require employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of Clause)

C.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$20.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1200.00;

(2) Any order for a combination of items in excess of \$5,000.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the effective period.

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days before the contract expires.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

C.8 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

C.9 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.10 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 9/30/2017. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2017, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.11 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.12 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

C.13 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

C.14 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

C.15 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

C.16 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Iowa. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.17 VAAR 852.271-70 NONDISCRIMINATION IN SERVICES PROVIDED TO BENEFICIARIES (JAN 2008)

The contractor agrees to provide all services specified in this contract for any person determined eligible by the Department of Veterans Affairs, regardless of the race, color, religion, sex, or national origin of the person for whom such services are ordered. The contractor further warrants that he/she will not resort to subcontracting as a means of circumventing this provision.

(End of Provision)

C.18 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2015
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012

C.19 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2015) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (OCT 2015) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☒ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ☐ (45) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (46)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (48) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☒ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
31290 Shuttle Bus Driver WG6	\$15.81 / \$4.27 FB
This is Not a Wage Determination	
This is for Information Only	

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

See attached document: Attachment 1 - Quality Assurance Surveillance Plan (5 pages).

See attached document: Attachment 2 - Wage Determination (10 pages).

See attached document: Attachment 3 - Business Associate Agreement Template (8 pages).

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (OCT 2015)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the

exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

E.3 52.209-5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION)(MAR 2012)

(a) In accordance with Division H, sections 8124 and 8125 of P.L. 112-74 and sections 738 and 739 of P.L. 112-55 none of the funds made available by either Act may be used to enter into a contract with any corporation that—

(1) Has an unpaid federal tax liability, unless the agency has considered suspension or debarment of the corporation and the Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(2) Has a felony criminal violation under any Federal or State law within the preceding 24 months, unless the agency has considered suspension or debarment of the corporation and Suspension and Debarment Official has made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) The offeror does ☐ does not ☐ have any unpaid Federal tax liability that has been assessed and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The offeror, its officers or agents acting on its behalf have ☐ have not ☐ been convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price, Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Greg Johnaon

(gregory.johnson12@va.gov)

Hand-Carried Address:

Department of Veterans Affairs

Network Contract Office 23 (NCO 23)

Attention: Greg Johnson

2501 W 22nd Street

Sioux Falls SD 57105

Mailing Address:

Department of Veterans Affairs

Network Contract Office 23 (NCO 23)

Attention: Greg Johnson

2501 W 22nd Street
Sioux Falls SD 57105

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

E.7 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

(a) Any protest filed by an interested party shall:

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

E.8 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues pending with the contracting officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

E.9 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

E.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2015
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	NOV 2014
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

(End of Addendum to 52.212-1)

E.11 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

- (a) The Government will award a contract using the lowest price technically acceptable process, where the non-price factors are evaluated on an acceptable/unacceptable basis. Best value is expected to

result from selection of the technically acceptable quote with the lowest evaluated price. The following factors shall be used to evaluate offers:

Technical
Past Performance
Price

The offeror must submit detailed information for each evaluation criteria below. The information within the quote must demonstrate that the offered services meet the minimum specifications found in the Performance Work Statement to be evaluated as acceptable. The VA will evaluate the quotes on the basis of information furnished by the offeror in response to this solicitation.

This solicitation is a total Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside. The offeror must be verified in the Vendor Information Pages (VIP), database, (<http://www.BetBiz.gov>) at the time of quote submission and at the time of award. Unverified SDVOSBs will be considered non-responsive to the requirements in the solicitation. Offers from unverified SDVOSBs will be considered deficient and will not be evaluated.

A SDVOSB concern agrees that in the performance of a contract for services that at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns.

The contractor shall not use abbreviations within their quote without using a glossary or first defining the abbreviation. Similarly, technical words shall not be used without a definition.

To be considered for award:

Technical: The offeror must have acceptable technical capabilities as evaluated by the VA. The Government shall consider the following information when evaluating the offeror's technical capabilities. Offerors should include the following with their quote:

- a. The offeror shall provide proof of all applicable Federal, State, and Local Licensing requirements to include:
 - i. Vehicle for Hire Licenses for the business and drivers via the City of Des Moines Iowa :
<https://www.dmgov.org/Government/CityCouncil/Ordinances/15354.pdf>
 - ii. Sales Tax License via the Iowa Department of Revenue:
<https://www.idr.iowa.gov/CBA/start.asp>
 - iii. Motor Vehicle Licenses via the Iowa Department of Motor Vehicles:
<http://www.iowadot.gov/>
 - iv. USDOT Number via the DOT: <http://usdotnumber.vpweb.com/DOT.html>
- b. The offeror shall demonstrate their ability to comply with all vehicle requirements as described in paragraph 2 of the PWS. The documentation should include an inventory of vehicles (Year, Make, Model, Communication Devices, Safety and Wheelchair Transport Equipment Listing) or an acquisition plan to have the appropriate vehicles in place at the time

of award as required in paragraph 2 of the PWS. Minimum of 7 Wheelchair Vans and 3 Curiosity Transport Vehicles.

- c. The offeror shall demonstrate their ability to comply with all contractor personnel requirements as described in paragraph 4 and 5 of the PWS. The offeror shall provide a listing of key employees and driver personnel or a narrative Personnel Plan to have the appropriate trained personnel in place as required in the PWS (paragraph 4 and 5).
 - d. The offeror shall demonstrate their ability to provide a Certificate of Insurance reflecting the minimum coverage amounts as listed in the solicitation.
2. **Past Performance:** The offeror must have acceptable past performance as evaluated by the VA. The Past Performance Information Retrieval System (PPIRS) will be the primary method used to evaluate the vendor's past performance. Information stored in PPIRS will be used to determine if an offeror has "Acceptable" or "Unacceptable" past performance. Past performance evaluations stored in PPIRS will take precedence over vendor submitted past performance references. If the offeror does not have any past performance they must state as such in their quote. An offeror with no past performance shall receive a neutral rating for past performance. For the purpose of this solicitation, a neutral rating shall be considered technically acceptable. The Government shall consider the information requested below, as well as information obtained from any other sources, when evaluating the offeror's past performance. Offerors should include the following with their quote:
- a. List of other Federal, State, Local Government, and private sector contracts or jobs for similar services that your company has had within the past three years to include the Company Name, Address, Point of Contact, Phone, Email, dates of performance and a description of the services performed . NOTE: A minimum of two references should be provided.
 - b. Information on any past or pending litigation and any problems encountered on the identified contracts, with a description of your company's corrective actions (for your company, your company under previous names, or your parent company).
3. **Price:** Pricing shall be submitted as requested in the Price Cost Schedule comprised within the solicitation document. Total price will be evaluated by the Government. In evaluating the offeror's proposed price for this project, the government concern includes determining whether the proposed price reflects a clear understanding of the requirements, and is consistent with the various elements of the offeror's quote, and the quoted price must be determined to be fair and reasonable.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept

an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(d) Evaluation of Option to Extend Services under 52.217-8. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the total price of all proposals relative to each other, and will not affect the ranking of proposals based on price, unless, after reviewing the proposals, the Government determines that there is a basis for finding otherwise. This evaluation will not obligate the Government to exercise any option under FAR 52.217-8.

(End of Provision)

E.12 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (APR 2016)

The offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website access through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have

been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,”

“commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
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(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common parent.*

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

- (i) It ☐ is, ☐ is not an inverted domestic corporation; and
- (ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the

International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark “Unknown”).

Predecessor legal name: ____.

(Do not use a “doing business as” name).

(End of Provision)